

Exhibit A



Notice of Service of Process

null / ALL
Transmittal Number: 28871868
Date Processed: 04/08/2024

Primary Contact: Katrina Dantes
Travel + Leisure Co.
6277 Sea Harbor Dr
Orlando, FL 32821-8043

Electronic copy provided to: Ryan Morettini

Entity: Wyndham Vacation Ownership, Inc.
Entity ID Number 2207733

Entity Served: Wyndham Vacation Ownership, Inc dba Wyndham Destinations

Title of Action: Kevin Arthur Smith vs. Wyndham Vacation Ownership, Inc. dba Wyndham Destinations

Matter Name/ID: Kevin Arthur Smith vs. Wyndham Vacation Ownership, Inc. dba Wyndham Destinations (15534056)

Document(s) Type: Summons/Complaint

Nature of Action: Labor / Employment

Court/Agency: Washington County District Court, UT

Case/Reference No: 240500263

Jurisdiction Served: Utah

Date Served on CSC: 04/05/2024

Answer or Appearance Due: 21 Days

Originally Served On: CSC

How Served: Certified Mail

Sender Information: Howard, Lewis & Petersen
801-373-6345

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To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

**You are required to respond or
default judgment may be rendered
against you. Please see the Notice
to Responding Party.**

Ernest J. Istook, Jr. (#15868)
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Attorney for Plaintiffs

**IN THE FIFTH JUDICIAL DISTRICT
WASHINGTON COUNTY, STATE OF UTAH**

KEVIN A. SMITH, <i>Plaintiff,</i> vs. WYNDHAM VACATION OWNERSHIP, INC., d/b/a WYNDHAM DESTINATIONS <i>Defendants</i>	SUMMONS Case No. 240500263 Judge Eric Gentry Tier 2
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TO: Wyndham Vacation Ownership, Inc., d/b/a/ Wyndham Destinations
Service Agent: Corporation Service Company
15 West South Temple, Suite 600
Salt Lake City, UT 84101

You are summoned and required to answer the attached Complaint which has been filed with the court. Within 21 days after service of this summons you must file your written answer with the clerk of the court at 206 West Tabernacle, Suite 100, St. George, UT 84770 AND you must mail or deliver a copy to the Plaintiff's attorney at their address listed above. If you fail to do so, judgment by default may be taken against you for the relief demanded in the complaint.

Dated this 4th of April, 2024.

/s/ Ernest J. Istook, Jr.
ERNEST J. ISTOOK, JR.
HOWARD, LEWIS & PETERSEN, P.C.
Attorneys for Plaintiff

Bilingual Notice to Responding Party for In-State Summons (for compliance with URCP 4)

A lawsuit has been filed against you. You must respond in writing by the deadline for the court to consider your side. The written response is called an Answer.

Deadline!

Your Answer must be filed with the court and served on the other party **within 21 days** of the date you were served with this Summons.

If you do not file and serve your Answer by the deadline, the other party can ask the court for a default judgment. A default judgment means the other party can get what they asked for, and you do not get the chance to tell your side of the story.

Read the complaint/petition

The Complaint or Petition has been filed with the court and explains what the other party is asking for in their lawsuit. Read it carefully.

Answer the complaint/petition

You must file your Answer in writing with the court **within 21 days** of the date you were served with this Summons. You can find an Answer form on the court's website: utcourts.gov/ans



Scan QR code
to visit page

Serve the Answer on the other party

You must email, mail or hand deliver a

Se ha presentado una demanda en su contra. Si desea que el juez considere su lado, deberá presentar una respuesta por escrito dentro del periodo de tiempo establecido. La respuesta por escrito es conocida como la Respuesta.

¡Fecha límite para contestar!

Su Respuesta debe ser presentada en el tribunal y también con la debida entrega formal a la otra parte **dentro de 21 días** a partir de la fecha en que usted recibió la entrega formal del Citatorio.

Si usted no presenta una respuesta ni hace la entrega formal dentro del plazo establecido, la otra parte podrá pedirle al juez que asiente un fallo por incumplimiento. Un fallo por incumplimiento significa que la otra parte recibe lo que pidió, y usted no tendrá la oportunidad de decir su versión de los hechos.

Lea la demanda o petición

La demanda o petición fue presentada en el tribunal y ésta explica lo que la otra parte pide. Léala cuidadosamente.

Cómo responder a la demanda o petición

Usted debe presentar su Respuesta por escrito en el tribunal **dentro de 21 días** a partir de la fecha en que usted recibió la entrega formal del Citatorio. Puede encontrar el formulario para la presentación de la Respuesta en la página del tribunal: utcourts.gov/ans-span



Para acceder esta página
escanee el código QR

Entrega formal de la respuesta a la otra parte

Bilingual Notice to Responding Party for In-State Summons (for compliance with URCP 4)

copy of your Answer to the other party (or their attorney or licensed paralegal practitioner, if they have one) at the address shown at the top left corner of the first page of this Summons.

Finding help

The court's Finding Legal Help web page (utcourts.gov/help) provides information about the ways you can get legal help, including the Self-Help Center, reduced-fee attorneys, limited legal help and free legal clinics.



Scan QR code
to visit page

Usted deberá enviar por correo electrónico, correo o entregar personalmente una copia de su Respuesta a la otra parte (o a su abogado o asistente legal, si tiene) a la dirección localizada en la esquina izquierda superior de la primera hoja del citatorio.

Cómo encontrar ayuda legal

Para información sobre maneras de obtener ayuda legal, vea nuestra página de Internet Cómo Encontrar Ayuda Legal. (utcourts.gov/help-span) Algunas maneras de obtener ayuda legal son por medio de una visita a un taller jurídico gratuito, o mediante el Centro de Ayuda. También hay ayuda legal a precios de descuento y consejo legal breve.



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بالإمساخ قم
لإرمز الضوئي
الصفحة لزيارة

An Arabic version of this document is available on the court's website:

نسخة عربية من هذه الوثيقة على موقع المحكمة على الإنترنت: ت وجد

utcourts.gov/arabic

A Simplified Chinese version of this document is available on the court's website:

本文件的简体中文版可在法院网站上找到：

utcourts.gov/chinese



请扫描QR码访问网页

A Vietnamese version of this document is available on the court's website:

Một bản tiếng Việt của tài liệu này có sẵn trên trang web của tòa:

utcourts.gov/viet



Xin vui lòng quét mã QR (Trả lời nhanh) để viếng trang

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Attorney for Plaintiffs

**IN THE FIFTH JUDICIAL DISTRICT
WASHINGTON COUNTY, STATE OF UTAH**

KEVIN A. SMITH, <i>Plaintiff,</i> vs. WYNDHAM VACATION OWNERSHIP, INC., d/b/a WYNDHAM DESTINATIONS <i>Defendants</i>	COMPLAINT Case No. 240500263 Judge Eric Gentry Tier 2
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1. Plaintiff Kevin Arthur Smith (“Plaintiff”) is an individual residing in Washington County, Utah, where he also resided at all pertinent times.
2. The agreements set forth herein were made in Washington County, Utah, were largely performed within said county, and partially performed elsewhere within Utah.
3. Defendant Wyndham Vacation Ownership, Inc., is a corporation registered and doing business in Utah (as Entity Number 5881419-0143) both under its own name and under the registered business name of Wyndham Destinations (Entity Number 12224641-0151), together referred to herein as “Wyndham Destinations.”
4. Plaintiff entered into agreements with Wyndham Destinations in April 2023, as supplemented in July 2023, whereby Plaintiff was to receive incentive commissions and overrides for serving as a Sales Manager, Senior Sales Manager, Area Trainer, Director of Sales, and podium presenter. Plaintiff also was to receive additional incentive commissions and overrides for sales made by persons under his supervision, training and guidance.

5. Plaintiff does not have full and signed copies of all related agreements, but attaches hereto what he possesses, namely Attachment A regarding the April 2023 agreement, Attachment B regarding the additional agreement in July 2023, and Attachment C setting forth the various sale targets, thresholds and hurdles that the parties agreed would be the basis of Plaintiff's incentive commissions and overrides for the months of July, August and September of 2023. They also agreed upon various targets, thresholds and hurdles that would be the basis of his incentive commissions and overrides for October and November of 2023, but Plaintiff does not possess a copy of that document.
6. Plaintiff fully performed his agreements, meeting the multiple targets, thresholds and hurdles, personally and through those working under him, but was not fully paid for his work.
7. For September and October, 2023, the unpaid amounts due and owing to Plaintiff from Defendants total \$109,807.66. Plaintiff on March 7, 2023, made formal written demand to Defendants for these amounts, but no portion has been paid.
8. For November, 2023, additional incentives are due and owing to Plaintiff from Defendants, but remain unpaid, for which formal written demand to Defendants was also made on March 7, 2023. However, Plaintiff is unable to calculate the amount owed for November because Defendants have removed his ability to access the requisite records.
9. The work performed by Plaintiff on behalf of Defendants was sales work, for which he was a sales representative and Defendants were the principal, as defined in Utah's Sales Representative Commission Payment Act, 34 Utah Code §44-101, et. seq., whereby the amount of his unpaid compensation should be trebled.
10. Plaintiff's claim herein also is covered by 34 Utah Code §27-1.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, in the

amount of \$109,807.66, plus an amount to be determined for November, 2023, to be trebled as provided by law, plus court costs and attorney fees.

Submitted this 3rd of April, 2024.

/s/ Ernest J. Istook, Jr.

Ernest J. Istook, Jr.

Attorney for Plaintiff

ATTACHMENT A

WYNDHAM • DESTINATIONS

2023 Wyndham Destinations Sales & Marketing Incentive Compensation Plan Document *Sales and Marketing Leader*

Introduction & Purpose

If you have any questions about your plan, please speak with your manager or contact Human Resources.

Plan Purpose

It is important to have clearly defined goals and objectives that drive individual and organizational success. This plan has been developed to provide short term cash incentives upon the achievement of pre-established and objective performance goals for the fiscal year.

This document will provide an overview of the basic components of the Wyndham Destinations and Marketing Leader compensation plan. All eligible participants (as defined herein) will receive a copy of this overview and any related supporting documents along with the 2023 compensation statement for their position. The 2023 compensation statement will detail actual base salary, total target compensation and mix of incentive compensation for each individual participant.

The Plan rewards leadership with competitive incentive compensation for achieving strong results in the following areas:

- Net Operating Income (NOI)
- New Owner Revenue (NOR)

Plan Participation

Employees in the following positions within Wyndham Destinations are deemed to be eligible Participants in this plan:

- Trainer, Sales
- Manager, Sales Training
- Manager, Sales Recruiting
- Recruiter, Sales

Effective Date

This plan is effective January 1, 2023 and supersedes all prior plans.

Performance Measures/Plan Components

Base Salary

Base salary is determined based on your individual position and scope of responsibility. Base salaries are paid on a bi-weekly pay cycle one week in arrears (meaning your paycheck reflects payment for the two

week period ending on the Friday preceding payday). Your individual base salary will be provided separately in your compensation statement.

Net Operating Income (NOI) Performance Incentive

This variable incentive component is based upon a leader's NOI performance against his or her assigned quarter-to-date (QTD) NOI budget. This incentive is calculated and paid on a monthly basis based on QTD performance, subject to the terms described herein. Incentive payout is dependent upon percentage attainment of QTD NOI budget and will vary based upon site size, which is defined in the following way:

- Small Site: Less than \$4 million in budgeted NOI
- Medium Site: \$4 million to less than \$10 million in budgeted NOI
- Large Site: \$10 million to less than \$30 million in budgeted NOI
- XL Sites: \$30 million or greater in budgeted NOI

*For sites with less than \$1million in budgeted NOI, the NOI metric will be replaced with Operational Volume

New Owner Revenue (NOR) Performance Incentive

This variable incentive component is based upon a leader's NOR performance against his or her assigned quarter-to-date (QTD) NOR budget. This incentive is calculated and paid on a monthly basis based on QTD performance, subject to the terms described herein. Incentive payout is dependent upon percentage attainment of QTD NOR budget and will vary based upon site size, which is defined in the following way:

- Small Site: Less than \$6 million in budgeted NOR
- Medium Site: \$6 million to less than \$18 million in budgeted NOR
- Large Site: \$18 million to less than \$50 million in budgeted NOR
- XL Sites: \$50 million or greater in budgeted NOR

*For sites with less than \$1million in budgeted NOR, the NOR metric will be removed

Measures, Weights, Mechanics and Incentive Timing

The table below lays out the weight (% of total target incentive), mechanic, performance period, and payout frequency for each incentive plan component.

The percentage weight assigned to each plan measure indicates the percentage of Target Incentive (TI) that is allocated to each measure. For example, if total TI is \$30,000, a measure with 50% weight would have \$15,000 (\$30,000 x 50%) of TI.

Measure	Weight %	Mechanic	Performance Period	Payout Frequency
NOI	70%	Goal-Based Bonus	Quarter-to-Date	Monthly
NOR	30%	Goal-Based Bonus	Quarter-to-Date	Monthly
Total	100%			

** For sites with less than \$1million in budgeted NOI, the NOI metric will be replaced with Operational Volume

*** For sites with less than \$1million in budgeted NOR, the NOR metric will be removed

Take Over (TO) Override Commission

From time to time it might be necessary for a Trainer or Training Manager to TO a deal. If this is the case, the Trainer or Training Manager may receive an override commission paid as a percentage of net commissionable volume for the sales they close for a Sales Representative. The override commission may vary based on location, type of customer, points sold and down payment requirements and will be included in the individual compensation statement.

Down Payment and TO Commissions Guidelines:

Customer or Transaction Type	TARGET	ABOVE TARGET	
	Override %	Down Payment Requirement	Additional Override % Potential
New Owner	Per Individual Comp Plan	<= 20% AND 154,000 WVR; 10,000 WbW	Plan*1.33% (+33%)
Existing Owner	Per Individual Comp Plan	<= 20% AND 154,000 WVR; 10,000 WbW	Plan*1.20% (+20%)

*Must meet Qualified Sales Business rules as outlined in the administrative section below as well as any minimum Total Down payment requirement set for revenue recognition.

Customer or Transaction type definitions:

- **New Owner** - Any transaction not involving a trade or use of Discovery equity and not sold to an existing owner.
- **Existing Owner** - Any transaction sold to an existing WD owner. Includes trades, on site upgrade, new contract and Sampler upgrade equity.

TO Override Commission will be adjusted as shown in the Administrative Guidelines section below. All rules above are measured within 30 days of date of sale. Pending sales (penders) and deposit transactions greater than 30 days of date of sale are not considered as meeting the target down payment requirement. TO Override Commission is paid as an advance and is subject to revision based on the provisions of the Administrative Guidelines below.

Payment example:

Net commissionable volume:	\$30,000
TO Override Commission %:	.5%
Payment:	\$150

Podium Presenters are eligible to receive a base commission paid as a percentage of net commissionable volume on every deal written following participation in a specialist presentation. The base commission for Podium Presenters may vary based on location and will be included in the associate's individual compensation statement.

You will be paid monthly based on the percentage attainment of a quarter-to-date NOR goal for your site(s). The rate at which your incentive payout rate escalates will depend on your NOR site size.

Additional Terms:

- Percentage of NOR incentive available during each month will vary seasonally based on your site.
- Sustained performance throughout the fiscal year is an important element of attaining the NOR incentive; therefore, your NOR performance incentive is not vested until after the expiration of the fiscal year. As a benefit to employees so that they will have use of the NOR incentive payout before it is actually vested, WD has a policy of advancing NOR incentives, if the other requirements listed herein are met.
- Throughout the course of the quarter, if incentive paid is greater than QTD performance, monthly payout will be \$0 until such time as your QTD performance is greater than that paid out.
- Any remaining incentive payment will be trued up at the end of the year and paid with the final monthly NOR payment.
- For sites with less than \$1million in budgeted NOR, the NOR metric will be removed

Payout Calculation Example: *(Note: All numbers are illustrative.)*

Full Year New Owner Revenue Budget: \$45,000,000
 Annual NOR Incentive Target: \$25,000
 Store Size: Large

Payout Calculation Steps

NOR (Example Calculations based on QTD August performance)

1. Divide QTD NOR actual by QTD NOR target to determine New Owner Revenue performance %:
 - $10,150,000 \div 9,995,000 = 101.6\%$
2. Look up the appropriate QTD payout % based on that quarter-to-date New Owner Revenue performance %:
 - 101.6% quarter-to-date New Owner Revenue attainment % = **106.7%** payout % *(may differ based on site size)*
3. Multiply the payout % by the QTD target NOR incentive amount to find the achieved QTD incentive amount:
 - $106.7\% \times \$6,920 = \$7,384$
5. Subtract achieved QTD incentive to find achieved monthly incentive:
 - a. $\$7,384 - \$2,990^* = \underline{\$4,394}$ **previously achieved incentive*
 - b. *Note: if the result of this calculation is a negative achieved monthly incentive, monthly payout will be \$0.*

Total Payout (Reminder: example is at month-end)

(NOI Payout + NOR Payout + Base Salary) = Aug Payout

$\$6,709 + \$4,394 + \$5,900 = \underline{\$17,003}$

**Note: Payout by metric is capped in the first two months of each quarter based on the Maximum Monthly Payout noted in the administrative guidelines*

Plan Details**1. Net Operating Income (NOI)***Weight: 70% of target incentive*

You will be paid monthly based on the percentage attainment of a quarter-to-date NOI goal for your site(s). The rate at which your incentive payout rate escalates will depend on your NOI site size.

Additional Terms:

- Percentage of NOI incentive available during each month will vary seasonally based on your site.
- Sustained performance throughout the fiscal year is an important element of attaining the NOI incentive; therefore, your NOI performance incentive is not vested until after the expiration of the fiscal year. As a benefit to employees so that they will have use of the NOI incentive payout before it is actually vested, WD has a policy of advancing NOI incentives, if the other requirements listed herein are met.
- Throughout the course of the quarter, if incentive paid is greater than QTD performance, monthly payout will be \$0 until such time as your QTD performance is greater than that paid out.
- Any remaining incentive payment will be trued up at the end of the year and paid with the final monthly NOI payment.
- For sites with less than \$1 million in budgeted NOI, the NOI metric will be replaced with Operational Volume

Payout Calculation Example: *(Note: All numbers are illustrative.)*

Full Year NOI Budget: \$20,000,000

Annual NOI Incentive Target: \$50,000

Store Size: Large

Payout Calculation Steps

NOI (Example Calculations based on QTD August performance)

1. Divide QTD NOI actual by QTD NOI target to determine Net Operating Income performance %:
 - $2,180,000 \div 2,154,000 = 101.2\%$
2. Look up the appropriate QTD payout % based on that quarter-to-date Net Operating Income performance %:
 - 101.2% quarter-to-date Net Operating Income attainment % = 106.7% payout % *(may differ based on site size)*
3. Multiply the payout % by the QTD target NOI incentive amount to find the achieved QTD incentive amount:
 - $106.7\% \times \$12,830 = \$13,689$
4. Subtract achieved QTD incentive to find achieved monthly incentive:
 - a. $\$13,689 - \$6,980 = \$6,709$ *previously achieved incentive
 - b. Note: if the result of this calculation is a negative achieved monthly incentive, monthly payout will be \$0.

2. New Owner Revenue (NOR)

Weight: 30% of target incentive (metric will be removed for sites with less than \$1 million in budgeted NOR)

Guarantees

As a result of site transfers to a new location, the company will occasionally, in its sole discretion, provide a guaranteed incentive payment. The guarantee is provided solely to protect an employee from below budget results. The following rules apply to guarantees:

- Guarantees will not be honored unless in writing and with approval from both the Vice President, Compensation and the Executive Vice President, Sales and Marketing for the region. Guarantees may not exceed 60 days. Requests for extensions of the originally approved guarantee must receive the same approvals as well as approval from the Chief Sales & Marketing Officer. Any guarantee amount will only continue through the last day of the month closest to the end of the guarantee period.
- Guarantees are calculated at 85% of Targeted Incentive. Guarantees exclude all other compensation components. Relocation pay does not factor into guarantee determination.
- Guarantee payments will not exceed 85% of targeted incentive; however, the employee will receive the greater of the guarantee or actual payout per the incentive plan.
- Guarantees for any QTD incentive component will be paid monthly
- Regardless of the employee's QTD performance, the employee's QTD payout will never fall below the guaranteed sum for the period that the guarantee was active.

Any amounts owed to the company prior to the beginning of the guarantee period will be reconciled and withheld as long as the net amount paid to the employee does not fall below the guaranteed sum. Any additional incentive income paid from a previous position or from incentive components not covered under the guarantee is subject to normal recovery processes.

Administrative Guidelines

Terms: All terms not defined herein and all figures used in calculating your 2023 cash incentive compensation ("Incentive") will be as stated in Wyndham Destinations Monthly Management Summary, excluding the effect of percentage of completion accruals.

NOI Used for Calculation: The accuracy of payout under this plan is based in large part on the accuracy of the annual site budgets developed at the beginning of each year. In some instances, the original budget for a particular site may not reflect changing market conditions, resulting in either an unrealistically high target for you to achieve or a windfall not directly related to performance. Therefore, in order to protect both you and the company from the possibility of payouts not aligned with performance, the Company reserves the right to validate and adjust the NOI and/or budget numbers on a prospective basis to be used in the calculation of your incentive.

NOI data for payment will be pulled on the 12th of the following month (or the next business day if 12th falls on a weekend).

NOR Used for Calculation: The accuracy of payout under this plan is based in large part on the accuracy of the annual site budgets developed at the beginning of each year. In some instances, the original budget for a particular site may not reflect changing market conditions, resulting in either an unrealistically high target for you to achieve or a windfall not directly related to performance. Therefore, in order to protect both you and the company from the possibility of payouts not aligned with performance, the Company reserves the right to validate and adjust NOR and/or budget numbers on a prospective basis to be used in the calculation of your incentive.

New Owner Revenue data for payment will be pulled on the 12th of the following month (or the next business day if 12th falls on a weekend). The WVC New Owner Revenue reports is the source used for New Owner Revenue calculations.

VOL Used for Calculation: The accuracy of payout under this plan is based in large part on the accuracy of the annual site budgets developed at the beginning of each year. In some instances, the original budget for a particular site may not reflect changing market conditions, resulting in either an unrealistically high target for you to achieve or a windfall not directly related to performance. Therefore, in order to protect both you and the company from the possibility of payouts not aligned with performance, the Company reserves the right to validate and adjust VOL and/or budget numbers on a prospective basis to be used in the calculation of your incentive.

Operational Volume data for payment will be pulled on the 12th of the following month (or the next business day if 12th falls on a weekend). VOL data will be pulled from the Oracle Analytics Cloud (OAC).

Final Incentive Calculation: Payments under this plan are not final until the Company has completed its audit for the entire calendar year. The final calculation of your 2023 Incentive will be made following completion of Wyndham Destinations' year-end audit, unless you cease to be an employee of Wyndham Destinations during 2023, in which case the final calculation of Incentives will be made following the month you cease to be an employee, with the Incentive being pro-rated for the number of days worked in your last month of employment. Any underpayment of your 2023 Incentive will be paid to you approximately one month following the month you cease to be an employee. In the case where you have received overpayment, you agree to repay any overpayment to Wyndham Destinations no later than one month following the end of the month in which you cease to be an employee. You also agree that, as permitted by applicable law, Wyndham Destinations may offset any overpayment of your Incentive compensation against any sums otherwise payable to you by Wyndham Destinations. Subject to the foregoing, base salary will be paid through your last day of employment, based on your then-current annual base salary rate. Wyndham Destinations shall have the right to change this Plan, including the calculation of your Incentive, at any time.

Maximum Annual Cash Incentive Compensation: The maximum incentive payment an employee is eligible for under this plan is 200% of their incentive target calculated on each metric.

Payments will be made monthly at a rate no greater than the Maximum Annual Cash Incentive Compensation (calculated separately as NOI and NOR) established by this Plan.

Maximum Monthly Cash Incentive Compensation (First two months of each quarter): The maximum monthly incentive payment an employee is eligible for under this plan is 130% of their incentive target, calculated on each metric.

During the first two months of each quarter (Jan, Feb, Apr, May, Jul, Aug, Oct, Nov) payments will be made monthly at a rate no greater than the Maximum Monthly Cash Incentive Compensation established by this Plan. Those amounts not paid due to this payment cap will not be forfeited but will be eligible for payment in the final month of the quarter, dependent on future month's performance calculation against plan (up to the maximum annual incentive cap).

Qualified Sale Business Rules: The Company maintains Business Rules as to what is required for any Sale, Contract, Tour or other Transaction to be counted as qualified for payment of incentive. The Company reserves the right to, at any time, add, amend or remove Business Rules directed at determining transaction qualification. Failure to comply with Business Rules may result in 100% commission recovery.

Leave of Absence: If you are on a leave of absence for a partial month, the full month incentive calculation will be prorated based on the number of days active in position for that month. If you are on a leave of absence for an entire month, no incentive will be paid.

Partial Month Calculations: If you leave your position in the middle of a month, the full month incentive calculation will be prorated based on the number of days in position for that month.

Prorations: If you change roles or are newly promoted into an eligible position, your incentive target will be prorated from your effective date in your new role to the end of the calendar year.

Arrears Balance: If at any time you have an arrears balance, your incentive will be trued up in the following month to repay the balance. If at any time you move to another role and have an arrears balance, you agree that, as permitted by applicable law, Wyndham Destinations may offset any overpayment of your Incentive compensation against any sums otherwise payable to you by Wyndham Destinations. If you terminate employment and have an arrears balance, you agree to repay any overpayment to Wyndham Destinations no later than one month following the end of the month in which you cease to be an employee. You also agree that, as permitted by applicable law, Wyndham Destinations may offset any overpayment of your Incentive compensation against any sums otherwise payable to you by Wyndham Destinations. In the case where you have an arrears balance that carries over to the next calendar year, you agree that Wyndham Destinations may offset any overpayment of your Incentive compensation from the prior calendar year against any sums otherwise payable to you by Wyndham Destinations.


Incentive Targets/Goals: Due to the pandemic and the challenges associated with operating our business during COVID-19, the target/goal tied to the metrics found on your incentive plan may not be determined until the 15th of each month and will be communicated on or about the 18th of each month with the delivery of your compensation plan document for that given month. This date range is driven by various factors including the difference of actual occupancy versus forecasted occupancy as consumer confidence continues to be evolving.

Plan Changes: The Company reserves the right to change this Plan, including the calculation of your Incentive at any time. In the event of disagreement as to the method of calculation of your Incentive hereunder, the Chief Executive Officer's decision shall be binding.

I acknowledge that I have received and read a copy of the Wyndham Destinations 2023 Sales & Marketing Leader Compensation Plan Overview.

Kevin Smith
Printed Name

4/21/2023
Date


Signature
570993
WWID

Name: [REDACTED]

2023 1025 Escrow - No												
2023 Performance	2023 Budget to 100%	2023 Payroll 1 - C1	2023 Payroll 1 - C2	2023 Payroll 1 - C3	2023 Payroll 1 - C4							
100%	100%	\$0	\$0	\$0	\$0							
90%	100%	\$1,761	\$1,108	\$1,622	\$0							
80%	100%	\$2,592	\$2,340	\$1,868	\$1,868							
70%	100%	\$3,095	\$1,678	\$2,461	\$2,461							
60%	100%	\$6,158	\$6,632	\$3,738	\$3,738							
50%	100%	\$6,158	\$6,780	\$7,898	\$6,179							
40%	100%	\$6,158	\$6,663	\$6,462	\$6,168							
30%	100%	\$7,217	\$6,148	\$1,608	\$1,608							
20%	100%	\$6,266	\$6,266	\$1,716	\$6,672							
10%	100%	\$6,794	\$10,422	\$1,880	\$1,688							
0%	100%	\$6,794	\$10,715	\$1,911	\$1,688							
0%	100%	\$6,794	\$11,911	\$1,622	\$1,688							
0%	100%	\$6,794	\$11,889	\$1,670	\$1,688							
0%	100%	\$13,372	\$11,544	\$1,638	\$1,688							
100%	100%	\$16,076	\$16,319	\$1,679	\$1,688							
100%	100%	\$16,468	\$24,442	\$1,364	\$1,688							
100%	100%	\$16,468	\$27,446	\$1,631	\$1,688							
100%	100%	\$20,670	\$21,381	\$20,840	\$16,888							

2023 1025 Escrow - No												
2023 Performance	2023 Budget to 100%	2023 Payroll 1 - C1	2023 Payroll 1 - C2	2023 Payroll 1 - C3	2023 Payroll 1 - C4							
100%	100%	\$0	\$0	\$0	\$0							
90%	100%	\$6,671	\$6,671	\$1,778	\$6,671							
80%	100%	\$6,671	\$6,671	\$1,778	\$6,671							
70%	100%	\$6,671	\$6,671	\$1,778	\$6,671							
60%	100%	\$6,671	\$6,671	\$1,778	\$6,671							
50%	100%	\$6,671	\$6,671	\$1,778	\$6,671							
40%	100%	\$6,671	\$6,671	\$1,778	\$6,671							
30%	100%	\$6,671	\$6,671	\$1,778	\$6,671							
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0%	100%	\$6,671										

NOI Payroll Capred at 2023

NOI Payroll Capred at 2023

WYNDHAM • DESTINATIONS

2023 US Sales Manager Compensation Plan Overview

ATTACHMENT B

Introduction & Purpose

It is important to have clearly defined goals and objectives that drive individual and organizational success. This plan has been developed to provide short term cash incentives upon the achievement of pre-established and objective performance goals for the fiscal year.

This document will provide an overview of the basic components of the Wyndham Destinations US Sales Manager compensation plan. All eligible participants (as defined herein) will receive a copy of this overview and any related supporting documents along with the 2023 compensation statement for their position. The 2023 compensation statement will detail actual base salary, total target compensation and mix of incentive compensation for each individual participant.

Plan Participation

Employees in the following positions within Wyndham Destinations are deemed to be eligible Participants in this plan:

- Sales Manager
- Senior Sales Manager

Effective Date

This plan is effective January 1, 2023 and supersedes all prior plans.

Performance Measures/Plan Components

Your compensation plan may consist of a combination of the following components:

- Base Pay
- Performance Incentives/Measures (may vary by individual plan)
 - Net sales commissionable volume
- Other Incentive Programs as determined by management

Base Pay

Your individual base pay will be provided separately in your compensation statement. Base pay is paid on a weekly pay cycle one week in arrears (meaning your paycheck reflects payment for the one week period ending on the Thursday preceding payday).

Take Over (TO) Override Commission

Sales Managers may receive an override commission paid as a percentage of net commissionable volume for the sales they close for a Sales Representative. The override commission may vary based on location, type of customer and down payment requirements and will be included in the individual compensation statement.

Down Payment and TO Commissions Guidelines:

Customer or Transaction Type	TARGET	ABOVE TARGET	
	Override %	Down Payment Requirement	Additional Override % Potential
New Owner	Per Individual Comp Plan	<= 20% AND 154,000 WVR; 10,000 WbW	Plan*1.33% (+33%)
Existing Owner	Per Individual Comp Plan	<= 20% AND 154,000 WVR; 10,000 WbW	Plan*1.20% (+20%)

**Must meet Qualified Sales rules as outlined in the administrative section below as well as any minimum Total Down payment requirement set for revenue recognition

TO Override Commission will be adjusted as described in the Administrative Guidelines section below. All rules above are measured within 30 days of date of sale. Pending sales (penders) and deposit transactions greater than 30 days of date of sale are not considered as meeting the target down payment requirement. TO Override Commission is paid as an advance and is subject to revision based on the provisions of the Administrative Guidelines below.

Payment example:

Net commissionable volume:	\$30,000
TO Override Commission %:	.85%
Payment:	\$255

Manager Override Commission

Sales Managers may be eligible to receive an override commission paid as a percentage of net commissionable volume for the contracts sold by a team of Sales Representatives who report into the Sales Manager. The override commission may vary based on work location and will be included in the individual compensation statement.

Manager Override Commission will be adjusted as described in the Administrative Guidelines section below. Manager Override Commission is paid as an advance and is subject to revision based on the provisions of the Administrative Guidelines below.

Payment example:

Net commissionable volume:	\$100,000
Manager Override Commission %:	.80%
Payment:	\$800

Sales Floor Override Commission

Senior Sales Managers may be eligible to receive an override commission paid as a percentage of net commissionable volume for the contracts sold by all Sales Representatives at a specific location. The override commission may vary based on work location and will be included in the individual compensation statement.

Sales Floor Override Commission will be adjusted as described in the Administrative Guidelines section below. Sales Floor Override Commission is paid as an advance and is subject to revision based on the provisions of the Administrative Guidelines below.

Payment example:

Net commissionable volume:	\$200,000
Sales Floor Override Commission %:	.15%
Payment:	\$300

Podium Presenter Incentive

Sales Managers that take the role of a Podium Presenter may receive a base commission paid as a percentage of net commissionable volume on every deal presented. The base commission may vary based on location and will be included in the associate's individual compensation statement.

Podium Presenter Incentive will be adjusted as described in the Administrative Guidelines section below. Podium Presenter Incentive is paid as an advance and is subject to revision based on the provisions of the Administrative Guidelines below.

Payment example:

Net commissionable volume (deals presented):	\$50,000
Podium Presenter Commission %:	1.5%
Payment:	\$750

Bonus

Sales Managers may be eligible to receive a monthly net sales volume bonus which is based on a hurdle structure. This bonus will be calculated as a percentage of total net commissionable volume for the month. This includes all VOI sales for the contracts sold by a team of Sales Representatives who report into the Sales Manager. A minimum amount of new owner revenue may be required to qualify for bonus rates above Hurdle 2. The net commissionable volume and new owner transactions are based on your Sales Manager function which will be included in the individual compensation statement. Qualifying contracts must be active, with full down payment received in the qualifying bonus month.

Qualified net sales volume from Discovery sales where the touring rep is part of the team of Sales Representatives that reports into the Sales Manager, will be included for determination of hurdle achievement when the Manager is entered into the SALES MANAGER or SR SALES MANAGER function for the deal in Salepoint. However qualified net sales volume from Discovery sales will not be included in the Net Commissionable volume used for payout of the monthly bonus.

This incentive is calculated on a Month to Date (MTD) basis and, if requirements are met, paid in accordance to the Sales Commissions Payroll Calendar.

Determination of and eligibility for monthly bonuses is subject to the terms of the Administrative Guidelines below.

Payment example:

Hurdle	Low Hurdle	High Hurdle	Bonus Rate
1	\$ 430,000.00	\$ 506,999.99	.88%
2	\$ 507,000.00	\$ 557,699.99	1.03%
3	\$ 557,700.00	\$ 608,399.99	1.14%
4	\$ 608,400.00	\$ 659,099.99	1.24%
5	\$ 659,100.00	\$ 709,799.99	1.34%

New Owner Transactions Target: \$50,000**Example 1:**

Net commissionable volume:	\$600,000
New Owner Revenue:	\$60,000
Bonus %:	1.14%
Payment:	\$6,840.00

Example 2:

Net commissionable volume:	\$600,000
New Owner Revenue:	\$30,000
Bonus %:	1.03%
Payment:	\$6,180.00

YTD New Owner Revenue (NOR) Year End True-Up

Managers who miss a monthly volume bonus rate due to not achieving their monthly NOR goal, but exceed their YTD NOR targets, have the opportunity to capture back the bonus rate level that was missed. If, by the end of the year, the manager achieves the sum of their monthly NOR targets from January to December, then the bonus rate for the months the NOR monthly target was missed will get trued up.

Eligibility period for the plan is January 1st - December 31st. The bonus calculation will be based on active contract's net commissionable volume and NOR from SAP as of February the following year. If a contract cancels after the monthly bonus was paid, that contract will not be counted in the true-up and the applicable bonus will be recalculated. The annual NOR goal is the cumulative total of the monthly target new owner transactions (based on the manager pay plan) for the period in which a manager is in a position with NOR as part of their bonus calculation. The monthly target NOR will not be prorated. Manager must be in a manager role (with NOR as part of their bonus calculation) by June 1, as well as in a manager role or above (with NOR as part of their bonus calculation) on December 31. The eligible associate must be active at the time of payout to be eligible, subject to applicable law.

Example:

April NOR Goal – \$60,000
 April NOR Actual – \$30,000
 Bonus rate if NOR Target was met – 2.25%
 Bonus rate paid due to Actual NOR – 2.00%

If by the end of the year, the manager reached their annual NOR goal, the manager would receive the bonus for the difference. (Active net commissionable volume for the month of April times the difference in bonus rate: Volume rate: 2.25% - Hurdle 2 rate: 2.00% = .25%).

Administrative Guidelines

Guarantees: As a result of site transfers to a new location or a newly hired employee, the company will occasionally, in its sole discretion, provide a guaranteed incentive payment. The guarantee is provided solely to protect an employee from below target results.

The following rules apply to guarantees:

- Guarantees will not be honored unless in writing and with approval from the Vice President Operations and the Executive Vice President Sales and Marketing for the region. Guarantees may not exceed three months. The guarantee end date will be provided in your individual compensation plan. Requests for extensions of the originally approved Guarantee must receive the same approvals as well as approval from the WD Compensation Governance Committee. Any guarantee amount will only continue through the last day of the month closest to the end of the guarantee period.
- Guarantees are calculated at greater of **85% of Targeted Incentive or performance**, which excludes base salary. Relocation pay does not factor into Guarantee determination.
- Guarantee payments will not exceed **85% of targeted incentive** without approval by the WD Compensation Governance Committee; however, the employee will receive the greater of the guarantee or actual payout per the incentive plan per performance.
- Any amounts owed to the company prior to the beginning of the Guarantee period will be reconciled and withheld as long as the net amount earned by the employee does not fall below the guaranteed sum. Any additional incentive income earned from a previous position or from incentive components not covered under the Guarantee is subject to normal recovery processes.

Bonus Proration: Bonuses may be pro-rated when a Sales Managers changes positions during the month. Bonus for promotions/demotions or those moving from an unlicensed plan to a licensed plan will be prorated based upon the number of days in the position at the end of the month. Each monthly hurdle target will be divided by the number of days in the bonus month, and then multiplied by the days worked in that role.

Example:

- A Sales Manager worked from Jan 1 to Jan 15 (15 days worked) and then was promoted to a new role or licensed plan.
- The first hurdle is \$400,000 net volume paying a 1.00% bonus
- Calculation: Net volume divided by the number of days in the bonus month times 15 days worked as a Sales Manager. ($\$400,000 / 31 \times 15 = \$193,548.39$ for the first hurdle)
- The same formula would be used for all other hurdles and any NOR qualifiers

Corrective Actions: In its sole discretion, the Company may reduce your incentive or bonus in the amount it deems appropriate if it determines that you or someone within your scope of responsibility has failed to comply with applicable company policy (including the Wyndham Destinations Business Principles). A matter is considered within your scope of responsibility if you or any direct or indirect subordinate of yours is involved.

Commissions and bonuses may be reduced or not paid based on the Timekeeping Guidelines and Sales Compliance Policy.

Weekly Incentive Calculation: These incentives will be calculated based on the results for the effective period listed. The calculation and payment of these incentives will occur 2 weeks in arrears, subject to the adjustments as stated herein.

Monthly Incentive Calculation: These incentives will be calculated after the end of each month based on the results for the effective period listed. Payment of these incentives will occur in arrears, subject to the adjustments as stated herein. The incentive will be paid based on net commissionable volume that occurred while assigned to the incentive plan. Your plan assignment is based on the plan you are assigned to at the end of the pay period.

Incentive Calculation Data: The net commissionable volume data for the base commission and bonus will be pulled from SAP and paid in accordance with the Sales Commissions Payroll Calendar.

Incentive Targets/Goals: Due to the lingering effects of the pandemic and the challenges associated with operating our business during and post-COVID-19, the target/goal tied to the metrics found on your incentive plan may not be determined until the 15th of each month and will be communicated on or about the 18th of each month with the delivery of your compensation plan document for that given month. This date range is driven by various factors including the difference of actual occupancy versus forecasted occupancy as consumer confidence continues to be evolving.

Ownership Holds: If a contract is placed on an ownership hold, the base commission and bonus will not be qualified for payment until the hold is released. The Payroll Department will work with the Consumer Finance team to determine the reason for the hold and its release. If the hold affects securitization, the bonus will be qualified in the month the hold was released. If the hold did not affect securitization, the bonus will be qualified in the month the full down payment was received.

Cancellations: Any commission previously paid to a Sales Manager on a canceled sales contract, shall, at the company's discretion, be repaid by the Sales Manager directly to the company; or be an adjustment to unpaid or future commissions. When adjusted to unpaid or future commissions, the sales commission and/or bonus to be recovered will appear on the commission statement and will be placed into the negative balance. Cancellations resulting in commission/bonus non vested recovery will not be recovered without one cycle notification. Twenty five percent (25%) of the gross pay per cycle will then be deducted each week to cover the non-vested recovery balance. Cancellations up to nine (9) months after the contract date may result in a non-vested recovery.

WVR & WbW: Cancellations due to "Misrepresentation", "Rescission" or "Unsale" will result in 100% recovery. If a cancellation is due to "Cancel", the recovery amount will be based on 50% of the equity retained and the percentage of total commissions/bonus that were paid out. If a cancellation was due to "Cancel" and the cancel code is 33 (Down Payment Default), 39 (Legal/Consumer Affairs) or 50/51 (Customer Assistance Program), then there will be no recovery.

Delinquencies: Any commission previously paid to a Sales Manager on a delinquent sales contract, shall, at the company's discretion, be repaid by the Sales Manager directly to the company; or be an adjustment to unpaid or future commissions. Such repayment or adjustment will be applicable for any deals that are greater than or equal to 120 days delinquent nine (9) months after the sale date. When adjusted to unpaid or future commissions, the sales commission and/or bonus to be recovered will appear on the commission statement and will be placed into the negative balance. Delinquencies resulting in commission/bonus non vested recovery will not be recovered without one cycle notification. Twenty five percent (25%) of the gross pay per cycle will then be deducted each week to cover the non-vested recovery balance. Cancellations up to nine (9) months after the contract date may result in a non-vested recovery.

A Qualified Sale occurs when, in compliance with Business Rules, the required down payment is received and upon the expiration of the applicable rescission period by the established commission cut-off for all VOI contracts. Once a contract has met 10% down payment, it will be accrued for base commission and bonus expense and will be counted towards revenue in the month the 10% down payment was achieved.

Net Commissionable Volume Calculation:

WVR: Gross contract price
 <less> trade allowance
 <less> discount
 <less> process fee
 <less> \$200 non commissionable base
 <less> trade fees of \$900 for point packages or \$2,800 per fixed week

<less> sampler discount
 <less> bonus point fee \$600

WbW: Gross contract price
 <less> less gross purchase price from original sale for trades
 <less> process fee
 <less> discount

Sales price on Discovery products is equal to the net commissionable volume. No fees apply for commission/bonus purposes. Example: If sales price is \$1435.00, then net commissionable volume will be \$1435.00

Qualified Sale Business Rules: The Company maintains Business Rules as to what is required for any Sale, Contract, Tour or other Transaction to be counted as qualified for payment of commission. The Company reserves the right to, at any time, add, amend or remove Business Rules directed at determining transaction qualification. Failure to comply with Business Rules may be treated as a cancellation due to "Misrepresentation", "Rescission" or "Unsale" resulting in 100% commission/bonus recovery as set forth in the "Cancellations" paragraph of this compensation plan.

Incentive payment corrections: In the case where you have received overpayment and as permitted by applicable law, the Company may offset any overpayment of your Incentive compensation against any sums otherwise payable to you by the Company. If you cease employment, you also agree to repay any overpayment to the Company no later than one month following the end of the month in which you cease to be an employee.

Leave of absence: If an associate goes out on a leave of absence, the bonus payment will be prorated based upon number of days worked. Contracts sold prior to leave date that come good are still qualified to be paid out according to the pay plan assigned at the time the contract was written.

Terminations: Any commissions and bonuses which have not been paid as of the date of termination of Salesperson's employment shall not be fully earned, due or calculable for up to ninety (90) days (Verification Period) following the date of Salesperson's termination. Such commissions and bonuses shall be paid at the end of the Verification Period, subject to any non-vested earning recovery made during the Verification Period.

Plan Changes: The Company reserves the right to terminate or change this Plan, including the calculation of your Incentive at any time.

☐ By checking this box, I am declining the option to receive my commission statements via electronic means. I understand that future commission statements will be provided to me in hard copy form only.

I acknowledge that I have received and read a copy of the Wyndham Destinations 2023 US Sales Manager Compensation Plan Overview.

 Date

 Employee Signature

 WWID

 Printed Name

ATTACHMENT C

Wyndham Destinations
2023 Compensation Plan

INHOUSE SALES MANAGER
PARK CITY

WORKDAY INPUTS - CALLIDUS OBJECT
INCENTIVE PLAN: INHOUSE_SR_MGR
HOME SITE: 00269_WVR

BU: 287

Effective Date: 07/01/2023

Annual Salary	\$47,500.00
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Weekly Override Rate %'s	Owner	New Owner	Function
Manager/Team Override		1.31	MANAGER
Senior Manager Override		0.55	SR MANAGER
Close/TO Override	0.50	1.25	TO
Presenter Override	0.50	1.25	PRESENTER-NONPODIUM

Monthly Commission								Monthly Volume Hurdles	Monthly Volume Hurdles	Monthly Volume Hurdles			
Hurdle #	% Volume							Jul 2023	Aug 2023	Sep 2023			
1	1.17%							\$ 417,000	\$ 371,000	\$ 218,000			
2	1.31%							\$ 463,000	\$ 412,000	\$ 242,000			
3	1.92%							\$ 533,000	\$ 474,000	\$ 279,000			
4	2.40%							\$ 602,000	\$ 535,000	\$ 315,000			
5	3.44%							\$ 695,000	\$ 618,000	\$ 363,000			
NOR Qualifier								\$ 55,000	\$ 37,000	\$ 40,000			

Function: MANAGER New Owner Revenue (NOR) minimum must be achieved to receive a monthly bonus rate above Hurdle 2

Signature Acknowledgment

Please review, sign, and send your signed compensation statement to your HR Representative.

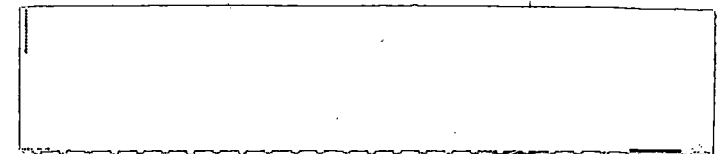
I have received and fully understand the components of my 2023 Compensation Plan. I have also received a copy of the 2023 Compensation Plan Overview. This Plan supersedes and replaces all previous compensation plans as it relates to the subject matter hereof and is dated and effective as of the date stated above. I acknowledge that The Company reserves the right to change this Plan, including the calculation of Incentive at any time. In the event of disagreement as to the method of calculation of my Incentive I understand that the Company's decision shall be binding.

Print Name: _____

WWID: _____

Signature: _____

Date: _____



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE



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**HOWARD LEWIS
& PETERSEN PC**

ATTORNEYS & COUNSELORS AT LAW
120 EAST 300 NORTH [REDACTED]
PROVO, UTAH 84603

Wyndham Vacation Ownership, Inc.,
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Corporation Service Company
15 West South Temple, Suite 600
Salt Lake City, UT 84101